

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

*Atherton • Belmont • Brisbane • Burlingame • Colma • Daly City • East Palo Alto • Foster City • Half Moon Bay • Hillsborough • Menlo Park
Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco • Woodside*

Thursday, October 21, 2010

Time: 3:00 to 5:00 p.m.

Location: 555 County Center, 5th Floor, Redwood City, California

Resource Management and Climate Protection Committee (RMCP)

Meeting Notice and Agenda

1. Introductions
 2. Public comment
 3. Approval of Minutes, August 19, 2010 (Alexis Petru) Action
 4. Environmental Summit Proposal (Kim Springer) Direction
 5. Update on San Mateo County Energy Watch
(Alexis Petru) Information
 6. Update on BAAQMD Grant - Climate Action Plan Template
(Alexis Petru) Information
 7. Review of Collaboration Section of San Mateo County Energy Strategy
(Kim Springer) Direction
-
8. Set Next Meeting Date (tentative 11/18/10)
 9. Committee Updates

PUBLIC NOTICING: All notices of C/CAG Board and Committee meetings will be posted at San Mateo County Transit District Office, 1250 San Carlos Ave., San Carlos, CA.

Map to 555 County Center, Redwood City (find the "+" in the middle of the page)

Resource Management and Climate Protection Task Force
Minutes from the 8/19/10 Meeting

Next meeting: October 21, 2010, 3-5 pm
County offices, 555 County Center, 5th Floor, Redwood City

In attendance:

Kari Binley, Sustainable San Mateo County
Pedro Gonzalez, South San Francisco City Council*
Deborah Gordon, RMCP chair, Woodside Town Council*
Maryann Moise Derwin, Portola Valley Town Council*
Richard Napier, C/CAG
Alexis Petru, San Mateo County RecycleWorks (staff)
Barbara Pierce, Redwood City Council*
Sepi Richardson, Brisbane City Council*
Nicole Sandkulla, BAWSCA
Kim Springer, San Mateo County RecycleWorks (staff)
Juda Tolmasoff, Aide to Supervisor Carole Groom

Not in attendance:

Bob Cormia, Sustainable Silicon Valley
Carole Groom, San Mateo County Board of Supervisors*
Brian Kimball, Ecology Action
Kathy Lavezzo, PG&E
Eric Sevim, A+ Japanese Auto Repair

*=Voting member

1) Introductions

2) Public Comment: There were no public comments.

3) Approval of Minutes: The committee approved July's meeting minutes:
Gonzalez/Pierce.

4) RMCP Strategic Planning Discussion (Kim Springer): Based on the list of C/CAG committees and their description provided in the RMCP packet, the committee discussed the RMCP's role and its relationship to the other committees. Committee members discussed how to best inform other committees and community leaders on RMCP activities and countywide environmental efforts. The committee discussed coordinating an Environmental Summit, where speakers would provide ten-minute presentations on various environmental programs in San Mateo County such as Energy Watch, Energy Upgrade, etc. Attendees would include city staff, elected officials and C/CAG committee members. The event would be held in early 2011, after the release of the updated Energy Strategy. Staff will develop a proposal for the Environmental Summit, including funding sources, so that the RMCP may further consider the event.

Another way the RMCP will interact with other committees is when the Congestion Management and Environmental Quality (CMEQ) committee will bring the AB 32/SB 375 chapter of the Countywide Transportation Plan to the RMCP for their input.

5) Update on Water Section of the San Mateo County Energy Strategy: (Nicole Sandkulla): The water conservation goals of the Energy Strategy are consistent with water planning goals in San Mateo County, and the Energy Strategy supports local agency efforts to invest in water conservation, water recycling and development of other water sources.

In December 2009, the Bay Area Water Supply and Conservation Agency (BAWSCA) released draft model ordinances for indoor and outdoor water efficiency for new construction and select remodel projects. Cities, counties and the water districts are in the process of adopting those ordinances.

Rebate funding for water conservation and efficiency has increased significantly since the Energy Strategy was adopted. There has been a 400% increase in educational classes for landscape contractors. The Water Savings Hero Campaign launched and educates the public about water conservation.

To investigate new sources of water, BAWSCA initiated the development of a Long-Term Reliable Water Supply Strategy. Implementation will begin in 18 months. Sample projects under consideration include Bay groundwater desalinization, water transfers, conservation and recycling.

Ms. Sandkulla said that the RMCP can support BAWSCA's efforts by supporting the adoption and implementation of water conservation ordinances in their community (most cities have adopted the ordinances, but CalWater customers are taking longer to adopt them). RMCP members can also support BAWSCA's Long-Term Strategy and increased funding for water conservation efforts in their communities.

Staff will send the committee Ms. Sandkulla's presentation and a link to the BAWSCA Long-Term Strategy report.

6) Update on Committee Positions, Chamber of Commerce and Large Business (Kim Springer): Staff sent a letter to the C/CAG Board, Technical Advisory Committee and CMEQ, asking for suggestions for the two vacation committee positions. Recommendations included the Director of Building Services at Oracle, the Director of Seton Medical Center and a sales person from Tesla.

The committee will continue to research potential members and give names to staff. When there is a full list of applicants, the C/CAG Board will interview the applicants and make the final appointments. Staff will follow up with Rosanne Foust at SAMCEDA for her ideas for potential members.

RMCP Meeting Minutes
August 19, 2010 - 3

7) Set Next Meeting Date: The September meeting was cancelled due to the conflict with the League of Cities conference. The next RMCP meeting will be Oct. 21.

8) Committee Updates:

Barbara Pierce recommended that the committee work with Sustainable San Mateo County on connecting the Energy Strategy with SSMC's Indicators Report.

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C/CAG AGENDA REPORT

Date: October 21, 2010
To: Resource Management and Climate Protection Committee
From: Kim Springer
Subject: Environmental Summit Proposal
(For further information, contact Kim Springer at 650-599-1412, or Richard Napier at 650-599-1420)

RECOMMENDATION

That the Committee gives direction to staff on an draft proposal for an Environmental Summit in San Mateo County in early 2011.

FISCAL IMPACT None.

SOURCE OF FUNDS

For the Environmental Summit, C/CAG staff intends to seek funding from a variety of sources as outlined in the draft proposal included as an attachment to this staff report, including a portion from the C/CAG General Fund.

BACKGROUND/DISCUSSION

At the August meeting, Strategic Planning Discussion agenda item, staff suggested that C/CAG host an Environmental Summit for San Mateo County in order to communicate to various stakeholder across the county, some of the environmental goals or targets related to greenhouse gas emission reduction efforts. It was suggested that event could present a large number of short presentations; a model used at another annual event called the NCRA Update.

The committee requested that staff prepare a proposal, including budget for such an event.

The proposal is included as an attachment to this staff report and is meant to be starting point for a discussion on this item.

Attachment

Environmental Summit Proposal

County of San Mateo Environmental Summit

Proposal for Funding and Support

October 14, 2010

The following is a draft proposal meant to initiate a discussion about an environmental summit specifically for San Mateo County.

One goal of the summit is to raise awareness among stakeholders of the many environmental programs currently underway, some that may be just beginning, and some that might be considered/indicated as sensible in the future in San Mateo County. Another goal is to help attendees understand what the county's overall greenhouse gas emission footprint and emission reduction target is (based on AB 32 and/or most widely adopted targets by individual cities) and how current programs support that target, and perhaps how current programs may fall short. A final goal of the summit is to show how sustainability links the various current and needed programs and how San Mateo County as a whole can benefit from an integrated approach of economic, environment and equity. Finally, the summit should help attendees understand how they can support the effort.

Audience (approximately 200 attendees):

- Elected officials
- City and County finance, planning, housing, economic development and environmental staff
- City internal staff and community "green teams"
- Stakeholders: utilities (energy and water), chambers, SAMCEDA

Facility Layout:

- Tabled audience seating (lunch provided as part of the program)
- Raised platform at the front of the room with podium
- Electronics
 - Microphones both stationary and two roving
 - Projection screen(s) at front of room
- Vendor display in the hallways leading to the room

Program Schedule:

Event Time/Approximate Date: 9:00 a.m. to 3:00 p.m./late January (so it's close to the beginning of the new year and to give time to complete the San Mateo County Energy Strategy Update)

Emceed: C/CAG or County Staff

Opening Remarks I: Elected Official

Opening Remarks II: C/CAG Staff, Climate Change, Inventories, Climate Action Planning, Overall Targets and Goals.

Series of Presentations: (either by topic area, sector of GHG emissions, or random, which might be best)
Suggested Presenters (in no particular order in this draft):

- PG&E on Energy Efficiency

- PG&E on Financing
- Housing Department/CCAG on Sustainable Communities Strategy
- County on SMCEW program
- County on Energy Upgrade California program
- County on Green Business Program
- County of Green Building Program
- BAWSCA on Long Term Reliable Water Supply Project
- BAWSCA on Water Conservation opportunities
- City of Redwood City on Purple Pipe
- County of San Mateo on Solid Waste Countywide
- C/CAG on Countywide Transportation Plan
- Redwood City on Bike Share program
- C/CAG on CAP Template project
- C/CAG on EV and Charging Station roll-out
- Etc.

Funding Partners:

- C/CAG
- BAWSCA
- PG&E
- County of San Mateo
- ABAG
- MTC

Budget:

2011 Environmental Summit Budget Proposal

(Based on 200 Attending)

Revenues

C/CAG	\$4,000
BAWSCA	\$2,000
PG&E	\$3,000
Total:	\$9,000

Expenses

Graphics	\$1,000
Outreach/Mailing	\$200
Conference Space	\$1,800
Catering	\$4,000
Equipment Rentals	\$500
Audio Visual	\$1,500
Total:	\$9,000

C/CAG AGENDA REPORT

Date: October 21, 2010

To: Resource Management and Climate Protection Committee

From: Alexis Petru

Subject: Update on San Mateo County Energy Watch

(For further information, contact Kim Springer at 650-599-1412, Alexis Petru at 650-599-1403, or Richard Napier at 650-599-1420)

RECOMMENDATION

Receive an informational update on the final San Mateo County Energy Watch.

FISCAL IMPACT

None.

SOURCE OF FUNDS

San Mateo County Energy Watch grant funds provide funding for reporting to C/CAG committees on program progress.

BACKGROUND/DISCUSSION

The 2010-2012 program cycle of San Mateo County Energy Watch (SMCEW), a Local Government Partnership between C/CAG and PG&E, began January 1, 2010. The program seeks to reduce energy use in San Mateo County by completing energy efficiency projects with municipalities and businesses and through a middle-income residential program, which will launch in November.

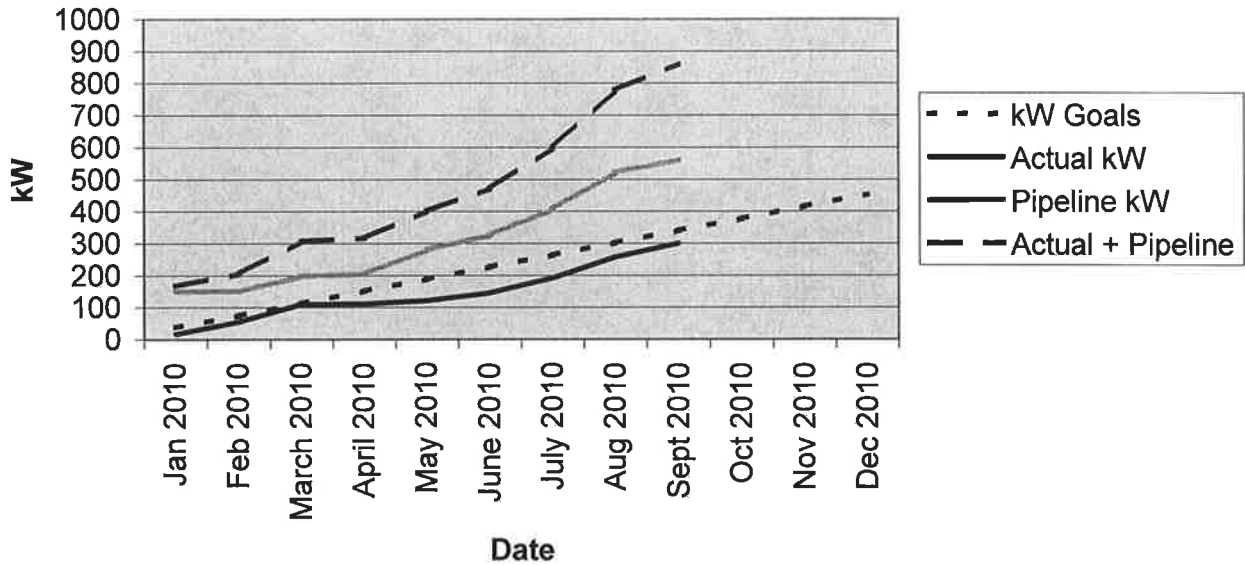
The SMCEW program is progressing well. In early October, PG&E verbally reported that the program has hit 94% of its goal for 2010. Staff continues to develop innovative approaches to energy efficiency programs through a variety of delivery channels.

Staff will present an update to the committee on this program. Progress charts have been provided as an attachment to this staff report.

Attachment

San Mateo County Energy Watch Progress Charts

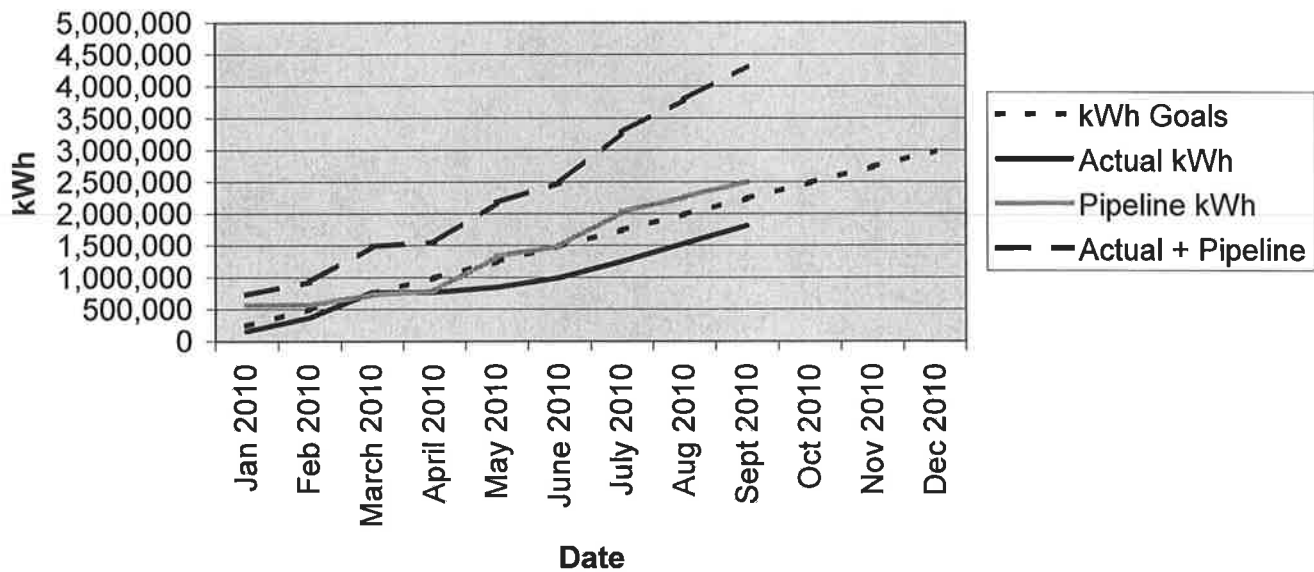
San Mateo County Energy Watch 2010-2012:
Energy-Savings Goals vs. Energy-Savings Achieved
San Mateo County Energy Watch - kW Savings Achieved vs. kW Savings Goals



Three-year goal = 1,150 kW

2010 goal is 30% of three-year goal

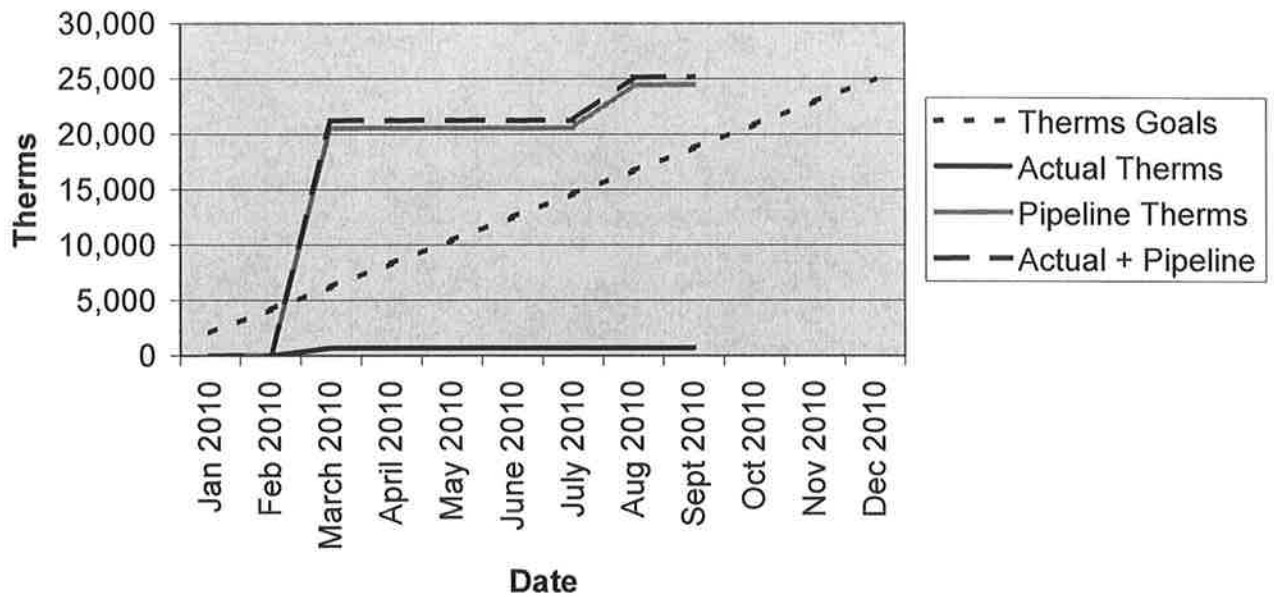
San Mateo County Energy Watch - kWh Savings Achieved vs. kWh Savings Goals



Three-year goal = 9,942,000 kWh

2010 goal is 30% of three-year goal

San Mateo County Energy Watch - Therms Savings Achieved vs. Therms Savings Goals



Three-year goal = 125,000 therms

2010 goal is 20% of three-year goal

C/CAG AGENDA REPORT

Date: October 21, 2010
To: Resource Management and Climate Protection Committee
From: Alexis Petru
Subject: Update on BAAQMD Grant – Climate Action Plan Template
(For further information, contact Kim Springer at 650-599-1412, Alexis Petru at 650-599-1403, or Richard Napier at 650-599-1420)

RECOMMENDATION

Receive an update on the Bay Area Air Quality Management District (BAAQMD) to develop a Climate Action Plan (CAP) Template and Tool set for the cities in San Mateo County.

FISCAL IMPACT

None.

SOURCE OF FUNDS

C/CAG San Mateo County Energy Watch and General Funds funded the cost of developing and writing the grant proposal through a staff services agreement between C/CAG and the County of San Mateo. In addition to Air District funds, C/CAG will provide matching funds of \$50,000 using funds allocated to energy and climate action, budgeted in FY 2010-11.

BACKGROUND/DISCUSSION

At the June 17, 2010 RMCP committee meeting, staff presented a final draft of a proposal sent to the BAAQMD for funding of a CAP Template and Tool resource for the cities in San Mateo County.

Since this last discussion, staff has completed negotiations and has received the final signed grant documents from the BAAQMD.

Staff will provide a status update on the stakeholder working group, time line and deliverables for the CAP Template and Tool development effort.

A copy of the signed grant agreement is attached.

Attachment

Signed BAAQMD Grant Agreement #2010-083

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2010-083

RECEIVED

10 SEP 20 AM 9:10

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

1. **PARTIES** - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 939 Ellis Street, San Francisco, CA 94109, and City/County Association of Governments ("GRANTEE") whose address is 555 County Center, 5th Floor, Redwood City, CA 94063.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - C. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from August 1, 2010 to January 30, 2012, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION** - DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 10 below. Immediately upon receipt of the notice of termination, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - A. Submit a final written report describing all work performed by GRANTEE;
 - B. Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - C. Reimburse DISTRICT for any unspent funds.
5. **NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY** - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. **CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES**
 - A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.

- B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INDEMNIFICATION - GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT, its officers, employees, agents, representatives, and successors-in-interest against any and all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including reasonable attorney fees) that DISTRICT, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay arising from the death or injury of any person or persons (including employees of GRANTEE), or from destruction of or damage to any property or properties, caused by or connected with the performance of this Agreement by GRANTEE, its employees, subcontractors, subgrantees, or agents.
8. PAYMENT
- A. DISTRICT agrees to award GRANTEE a grant of fifty thousand dollars (\$50,000) for the activities described in Attachment A, Scope of Work, and Attachment B, Cost Schedule. This fee shall be payable in five installments, as follows:
- i) \$5000 upon DISTRICT's receipt of October 31, 2010 Progress Report and documentation of completion of deliverables attributed to that progress report as listed in Attachment A, Scope of Work, and Attachment B, Cost Schedule;
 - ii) \$15,000 upon DISTRICT's receipt of February 29, 2011 Progress Report and documentation of completion of deliverables attributed to that progress report as listed in Attachment A, Scope of Work, and Attachment B, Cost Schedule;
 - iii) \$15,000 upon DISTRICT's receipt of June 30, 2011 Progress Report and documentation of completion of deliverables attributed to that progress report as listed in Attachment A, Scope of Work, and Attachment B, Cost Schedule;
 - iv) \$5,000 upon DISTRICT's receipt of September 30, 2011 Progress Report and documentation of completion of deliverables attributed to that progress report as listed in Attachment A, Scope of Work, and Attachment B, Cost Schedule;
 - v) \$10,000 upon DISTRICT's receipt of December 31, 2011 Progress Report and documentation of completion of deliverables attributed to that progress report as listed in Attachment A, Scope of Work, and Attachment B, Cost Schedule;
- B. GRANTEE shall carry out the work described on the Work Plan in accordance with the Payment Schedule, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan or the Payment Schedule prior to performing the changed work or incurring the changed cost. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
9. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues.

GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.

10. NOTICES - All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District
939 Ellis Street
San Francisco, CA 94109
Attn: Abby Young

GRANTEE: San Mateo City/County Assoc. of Governments
555 County Center, 5th Floor
Redwood City, CA 94063
Attn: Richard Napier

11. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
12. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.
13. ADVERTISING / PUBLIC EDUCATION - GRANTEE shall submit copies of all draft public education or advertising materials to DISTRICT for review and approval prior to GRANTEE's use of such materials.

14. FINANCIAL MANAGEMENT SYSTEM

- A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.
- B. GRANTEE's financial management system shall provide for:
- i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.

- iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
15. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
16. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
17. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.
18. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
19. WAIVER - No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in

writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Agreement, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.


20. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or GRANTEE, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Agreement.
21. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
22. HEADINGS - Headings on the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
23. DUPLICATE EXECUTION - This Agreement is executed in duplicate. Each signed copy shall have the force and effect of an original.
24. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
25. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
26. SURVIVAL OF TERMS - The provisions of sections 7 (Indemnification), 15 (Audit / Records Access), 16 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 18 (Confidentiality) shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY
DISTRICT

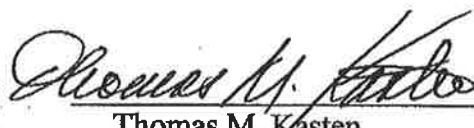
CITY/COUNTY MANAGEMENT
ASSOCIATION OF GOVERNMENTS

By:



Jack P. Broadbent
Executive Officer/APCO

By:



Thomas M. Kasten
Chair

Date:

9/27/10


Date:

SEPT. 16, 2010

Approved as to form:
District Counsel

Approved as to form:
C/CAG Legal Counsel

By:



Brian C. Bungler
District Counsel

By:



ATTACHMENT A SCOPE OF WORK

GRANTEE will complete the following tasks. The results of the work will be a developed climate action plan (CAP) template including calculator tool for estimating greenhouse gas (GHG) emissions reductions from a wide variety of policies and measures.

Phase I - Scope and Develop CAP Template and Tools

Task 1.1: Establish working group and develop outline of the CAP template. Leverage working group to develop desired attributes of both the forecasting and calculation tools. Examine existing CAP calculation tools and settle on list of measures to be included in the CAP template and tool "package". Complete a competitive procurement process for consultants to support the writing of the CAP template and/or the development of the CAP tools.

Deliverables:

1. CAP template outline
2. List of desired attributes of the forecasting and calculation tools
3. List of measures to be included in the CAP template and tools
4. List of selected consultants and/or staff and roles

Task 1.2: Complete the CAP template and develop the calculations methodologies and coefficients for the measures to be included in the CAP template and tool "package". The CAP template will contain a list of GHG emission reduction measures (approximately 40 measures) that the city can choose from to include in their CAP. This deliverable will be reviewed by the BAAQMD for feedback, in order to establish that the resulting CAP template and tool "package" meet existing CEQA guidelines.

Deliverables:

1. Completed Draft CAP template
2. Completed Draft calculation methodologies and coefficients for selected measures

Task 1.3: Develop CAP Forecasting and Calculation Tools, leveraging existing tools available, collaborating with organizations to customize existing tools, or develop an entirely new set of tools. The CAP Forecasting and Calculation Tools will:

- allow input of the cities' 2005 GHG emission inventory levels as a baseline
- allow a "business as usual" % trend for future GHG emissions growth to be included
- allow the city to set an emissions reduction goal for 2050 and interim goals in alignment with their adopted climate protection commitment
- provide calculations for the measures contained in the CAP template
- provide approximate cost and GHG emission reduction potential, hopefully for all the CAP template measures
- allow calculations through the input of simple data by the city
- leverage real world cost and outcome data when ever possible
- leverage commonly accepted coefficients, GWPs, etc., such that the outcome of the CAP meets with commonly accepted protocols, etc.
- have a graphic output that will generate a chart or table that can be used in the CAP report

Deliverable:

1. CAP Forecasting and Calculation Tool tied to measures on CAP template

Phase II - Develop Workshops and Climate Action Plans

Task 2.1: Develop workshop materials and provide workshops for staff from the cities in San Mateo County.

Deliverable:

1. Workshop materials
2. Attendance lists

Task 2.2: Work with a minimum of two (2) cities in San Mateo County to complete Government Operation and Community-Scale CAPs using the developed CAP template and tools.

Deliverables:

1. A minimum of two completed CAPs covering government operation and community-scale GHG emissions. The CAPs will meet the standards of "qualified GHG Reduction Strategies" as defined in the Air District's 2010 CEQA Guidelines.
2. Sample staff report and resolution for presentation to city or town council

ATTACHMENT B COST SCHEDULE

The following is a schedule for providing documentation of deliverables as required by the District. Documentation of completed deliverables must be received before payment will be released. Determination of whether a deliverable has been completed is at the sole discretion of the District. Invoices may be submitted prior to the due dates shown in the table below, provided all required deliverables have been completed and documentation of their completion is included with the invoice. **The District will not pay for work completed prior to contract execution.**

TASKS	DOCUMENTATION OF COMPLETED DELIVERABLES
<i>Due Date: October 31, 2010</i>	<i>Invoice not to exceed \$5,000</i>
Task 1.1: Establish Working Group and CAP Template Outline	<ol style="list-style-type: none"> 1. CAP template outline 2. List of desired attributes of the forecasting and calculation tools 3. List of measures to be included in the CAP template and tools 4. List of selected consultants and roles
<i>Due Date: February 28, 2011</i>	<i>Invoice not to exceed \$15,000</i>
Task 1.2: Complete the CAP template and develop calculations methodologies	<ol style="list-style-type: none"> 1. Completed Draft CAP template 2. Completed Draft calculation methodologies and coefficients for selected measures
<i>Due Date: June 30, 2011</i>	<i>Invoice not to exceed \$15,000</i>
Task 1.3: Develop CAP Forecasting and Calculation Tools	<ol style="list-style-type: none"> 1. CAP Forecasting and Calculation Tool tied to measures on CAP template
<i>Due Date: September 30, 2011</i>	<i>Invoice not to exceed \$5,000</i>
Task 2.1: Provide Workshops for Local Government Staff	<ol style="list-style-type: none"> 1. Workshop materials 2. Attendance lists
<i>Due Date: December 31, 2011</i>	<i>Invoice not to exceed \$10,000</i>
Task 2.2: Completion of 2 CAPs	<ol style="list-style-type: none"> 1. 2 completed CAPs 2. Sample staff report and resolution for presentation to city or town council

CONTRACT TOTAL COST NOT TO EXCEED: \$50,000

C/CAG AGENDA REPORT

Date: October 21, 2010
To: Resource Management and Climate Protection Committee
From: Kim Springer
Subject: Review of Collaboration Section of San Mateo County Energy Strategy
(For further information, contact Kim Springer at 650-599-1412, or Richard Napier at 650-599-1420)

RECOMMENDATION

That the Committee gives direction to staff on a draft proposal for an Environmental Summit in San Mateo County for early 2011.

FISCAL IMPACT None.

SOURCE OF FUNDS

C/CAG General Funds will fund the cost of writing the follow-up report to the Energy Strategy through a staff services agreement between C/CAG and the County of San Mateo.

BACKGROUND/DISCUSSION

In February 2006, C/CAG chartered the Utilities and Sustainability Task Force (USTF), an ad hoc working group of CMEQ, with the task of considering the future needs of San Mateo County in regards to both Energy and infrastructure. Water was soon identified as an important connection to energy and additional sections (goals) were also identified as relevant to the overall strategy document to be developed; the San Mateo County Energy Strategy (Energy Strategy). The C/CAG Board adopted the Energy Strategy in December 2008. Staff is preparing to write a follow-up report to the completed and C/CAG Board adopted Energy Strategy.

At the August meeting, the committee reviewed and gave feedback to staff on the goals and strategies outlined in the Water section of Energy Strategy. At the July meeting, the committee discussed the Economics and Leadership sections.

At this meeting, the committee will discuss the Collaboration sections. A link to the full report is provided as an attachment to this staff report.

Attachment

<http://www.ccag.ca.gov/pdf/USTF/reports/Draft%20County%20Energy%20Strategy.pdf>